

DEPARTMENT OF TRANSPORTATION

DES-OE MS #43
1727 30TH Street, 2ND Floor
Sacramento, CA 95816



**** WARNING ** WARNING ** WARNING ** WARNING ****

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February 11, 2004

06-Ker-58-123.9/133.0

06-480804

Addendum No. 3

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in KERN COUNTY FROM 0.1 KM WEST OF CALIENTE/BEALVILLE ROAD TO TEHACHAPI CREEK BRIDGE OVERHEAD.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on February 25, 2004. The original bid opening date was previously postponed indefinitely under Addendum No. 2 dated September 2, 2003.

This addendum is being issued to set a new bid opening date as shown herein and revise the Notice to Contractors and Special Provisions, and the Proposal and Contract.

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," is replaced as attached.

In the Special Provisions, Section 5-1.14, "PARTNERING," is added as attached.

In the Special Provisions, Section 5-1.15, "INTERIM ESTIMATE AND CLAIMS," is added as attached.

In the Special Provisions, Section 10-1.035, "MOBILIZATION," is added as follows:

"10-1.035 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications and these special provisions.

After completion of the contract items of work, except the warranty, the amount, if any, of the contract item price for mobilization in excess of 10 percent of the original contract amount will be included for payment in the proposed interim estimate in conformance with the provisions in "Interim Estimate and Claims" of these special provisions."

In the Special Provisions, Section 10-1.14, "ASPHALT-RUBBER SEAL COAT," in Subsection "APPLYING ASPHALT-RUBBER BINDER," the second sentence of the second paragraph is revised as follows:

"The exact rate shall be determined by the Contractor."

In the Special Provisions, Section 10-1.14 "ASPHALT-RUBBER SEAL COAT," in Subsection "SPREADING SCREENINGS" the second and the third sentences of the fifth paragraph is revised as follows:

"The exact rate shall be determined by the Contractor. The completed spread rate shall be within 10 percent of the rate determined by the Contractor."

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In the Special Provisions, Section 10-1.145, "WARRANTY," is added as attached.

In the Proposal and Contract, the Engineer's Estimate Items 14 and 15 are added as attached.

To Proposal and Contract book holders:

Replace the entire Engineer's Estimate in the Proposal with the attached revised Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the contractor's use on the Internet Site:

http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Office Engineer

Attachments

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the Standard Specifications, and in "Interim Estimate and Claims" and "Warranty" of these special provisions.

The Contractor shall begin work within 30 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

The work, except the warranty, shall be diligently prosecuted to completion before the expiration of **20 WORKING DAYS** beginning on the date work begins or beginning on the thirtieth calendar day after approval of the contract, whichever occurs first.

The Contractor shall pay to the State of California the sum of \$3,900 per day, for each and every calendar day's delay in finishing the work, except the warranty, in excess of the number of working days prescribed above.

Attention is directed to "Warranty" of these special provisions regarding the warranty period after completion of the other contract items of work.

5-1.14 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship is to maintain a cooperative communication and to mutually resolve conflicts at the lowest responsible management level.

The Contractor may request the formation of a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering Workshop," selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties. If agreed to by the parties, additional "Partnering Workshops" will be conducted as needed throughout the life of the contract.

The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with "Partnering Workshops" will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.15 INTERIM ESTIMATE AND CLAIMS

Attention is directed to Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and "Warranty" of these special provisions.

Upon completion of the contract items of work, except the warranty, the Engineer will make an interim inspection. If the Engineer determines that the contract work, except the warranty, has been completed in conformance with the requirements of the contract, or if the Contractor has been relieved of the duty of maintenance and protection of the contract item to which the warranty applies, the warranty period will immediately begin and the Engineer will notify the Contractor in writing of the start of the warranty period and the date on which the warranty will be complete.

If, upon completion of the interim inspection, the Engineer determines that the contract work, except the warranty, has been completed in conformance with the requirements of the contract, the Engineer will recommend that the Director relieve the Contractor of the duty of maintaining and protecting that work in conformance with the provisions in Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, except that no further work will be required on the contract items of work other than temporary patches and repair work required by the warranty.

During the warranty period, the Contractor shall not be responsible for injury to persons or property, damage to the work and indemnification of the State as provided in Sections 7-1.12, "Indemnification and Insurance," and 7-1.125, "Legal Actions Against the State," of the Standard Specifications, except when performing work on the project.

Within 90 days of completion of the contract work, except the warranty, the Engineer will make a proposed interim estimate in writing of the total amount payable to the Contractor, including therein an itemization of the total amount, segregated as to contract item quantities, extra work and any other bases for payment, and shall also show each deduction made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract, except that the proposed interim estimate will not include the contract lump sum item for warranty or other basis for payment, deductions or retentions accrued during the warranty period.

Prior estimates and payments shall be subject to correction in the proposed interim estimate. The Contractor shall submit written approval of the proposed interim estimate or a written statement of claims arising under or by virtue of the contract, except for claims arising during the warranty period, so that the Engineer receives the written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed interim estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. The Contractor's receipt of the proposed interim estimate shall be evidenced by postal receipt. The Engineer's receipt of the Contractor's written approval or statement of claims shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand.

On the Contractor's approval, or if the Contractor files no claim within the specified period of 30 days, the Engineer will issue an interim final estimate in writing in conformance with the proposed interim estimate submitted to the Contractor, and within 30 days thereafter the State will pay the entire sum so found to be due. That interim final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except for the contract lump sum item for warranty and work performed during the warranty period and as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors" of the Standard Specifications.

If the Contractor within the specified period of 30 days files claims, the Engineer will issue a interim semifinal estimate in conformance with the proposed interim estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum found to be due. The interim semifinal estimate and corresponding payment shall be conclusive and binding against both parties to the contract on each question relating to the amount of work done and the compensation payable therefor, except for the contract lump sum item for warranty and work performed during the warranty period and insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors" of the Standard Specifications.

Except for claims for overhead costs and administrative disputes that occur after issuance of the proposed interim estimate, the Contractor shall only provide the following two items of information for each claim:

- A. The exclusive identification number that corresponds to the supporting full and final documentation of potential claim.
- B. The final amount of requested additional compensation.

If the final amount of requested additional compensation is different than the amount of requested compensation included in the full and final documentation of potential claim, the Contractor shall provide in the written statement of claims the reasons for the changed amount, the specific provisions of the contract which support the changed amount, and a statement of the reasons the provisions support and provide a basis for the changed amount. If the Contractor's claim fails to provide an exclusive identification number or if there is a disparity in the provided exclusive identification number, the Engineer will notify the Contractor of the omission or disparity. The Contractor shall have 15 days after receiving notification from the Engineer to correct the omission or disparity. If after the 15 days has elapsed, there is still an omission or disparity of the exclusive identification number assigned to the claim, the Engineer will assign the number. No claim will be considered that has any of the following deficiencies:

- A. The claim does not have the same nature, circumstances, and basis as the corresponding full and final documentation of potential claim.
- B. The claim does not have a corresponding full and final documentation of potential claim.
- C. The claim was not included in the written statement of claims.
- D. The Contractor did not comply with applicable notice or protest requirements of Sections 4-1.03, "Changes," 5-1.116, "Differing Site Condition," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim."

Administrative disputes that occur after issuance of the proposed interim estimate shall be included in the Contractor's written statement of claims in sufficient detail to enable the Engineer to ascertain the basis and amounts of those claims.

The Contractor shall keep full and complete records of the costs and additional time incurred for work for which a claim for additional compensation is made. The Engineer or designated claim investigators or auditors shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.

The written statement of claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

(name)

(title)

(company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day

of _____.

(Notary Public)

My Commission

Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Claims for overhead type expenses or costs, in addition to being certified as stated above, shall be supported and accompanied by an audit report of an independent Certified Public Accountant. Omission of a supporting audit report of an independent Certified Public Accountant shall result in denial of the claim and shall operate as a bar to arbitration, as to the claim, in conformance with the requirements in Section 10240.2 of the California Public Contract Code. Claims for overhead type expenses or costs shall be subject to audit by the State at its discretion. The costs of performing an audit examination and submitting the report shall be borne by the Contractor. The Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field and home office overhead are:

- A. Allowable in conformance with the requirements in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31.
- B. Adequately supported by reliable documentation.
- C. Related solely to the project under examination.

Costs or expenses incurred by the State in reviewing or auditing claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

If the Contractor files a timely written statement of claims in response to the proposed interim estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement and a written request to meet with the board of review, to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely written notification of disagreement or timely written request to meet with the board of review shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the District claim position letter and a timely request to meet with the board of review, then the board of review, designated by the District Director to review claims that remain in dispute, will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement.

If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting.

Attendance by the Contractor at the board of review meeting shall be mandatory. The board of review will review those claims and make a written recommendation thereon to the District Director. The final determination of claims, made by the District Director, will be sent to the Contractor by hand delivery or deposit in the U.S. mail. The Engineer will then make and issue the Engineer's interim final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That interim final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except for the contract lump sum item for warranty and work performed during the warranty period and as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

Failure of the Contractor to conform to the specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall operate as a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

When the warranty period has expired and the Engineer has made the determination that the work required by the warranty has been satisfactorily completed in conformance with the requirements of the contract, the Engineer will recommend that the Director formally accept the contract in conformance with the provisions in Section 7-1.17, "Acceptance of the Contract," of the Standard Specifications.

After acceptance of the contract by the Director, the Engineer will make a proposed final estimate in conformance with the provisions in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. Written statements of claims shall only include claims arising during the warranty period, either under or by virtue of the contract or due to work ordered by the Engineer.

Arbitration of contract claims in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications shall not be initiated until after acceptance of the contract.

10-1.145 WARRANTY

The Contractor shall warranty the materials and workmanship of the asphalt-rubber seal coat for a period of 365 days and shall repair defects identified during the warranty period, in conformance with these special provisions. The warranty period shall start and end in conformance with the provisions in "Interim Estimate and Claims" of these special provisions.

Attention is directed to "Asphalt-Rubber Seal Coat" of these special provisions.

During the warranty period, should an area of asphalt-rubber seal coat be found to be defective, the Engineer will notify the Contractor in writing of the areas to be repaired. The Contractor shall complete the repairs within 60 days from the date of the notification letter, unless the Engineer determines that weather conditions are unsuitable, in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications for completing the repair work, in which case the Engineer will allow additional time for completion of the repairs.

The Engineer shall decide any questions which arise as to the performance of the asphalt-rubber seal coat during the warranty period and as to the acceptable fulfillment of the warranty, in conformance with the provisions in Section 5-1.01, "Authority of the Engineer," of the Standard Specifications.

Construction area signs, shown on the plans shall be removed upon completion of the contract item work, except for work required by the warranty. During the warranty period, the Contractor shall place and maintain signs in conformance with the provisions in Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications and these special provisions. Construction area signs shall be, at the Contractor's option, either stationary mounted or portable signs conforming to the provisions in "Construction Area Signs" of these special provisions.

The warranty shall not apply to excluded areas designated on the plans and to other identified areas where the existing surfacing prior to application of surfacing, contains defective areas as determined by the Engineer. At least 7 days prior to beginning placement of the asphalt-rubber seal coat, the Contractor shall submit to the Engineer a written list of existing defective areas, identifying the lane direction, lane number, starting and ending highway post locations and defect type. Within 4 working days of receiving the list of existing defective areas, the Engineer will review the list and provide the Contractor written approval or revisions of the areas, as being excluded from the warranty. Defects in the existing surfacing which may qualify areas for exclusion from the warranty include: rutting greater than 9 mm, patches of cold mixed asphalt concrete placed within the last 12 months, and 30-m lengths of lane or shoulder in which the cracking exceeds 10 percent as determined by the length of interconnecting cracks in the wheel paths divided by 60 m and expressed as a percentage. Rutting that shall be excluded from the warranty is defined as a longitudinal depression in the wheel path that, when measured by placing a straightedge 3.6 ± 0.06 -m long on the finished surface and perpendicular with the center line varies more than 9 mm from the lower edge of the straightedge, or a 160-m length that shows an average rut measurement, when measured from the California Profilograph greater than 9 mm. Segments of the project excluded from rutting or cracking shall be warrantied for the other performance criteria. Segments repaired by the Contractor shall be warrantied for all criteria. Placement of the asphalt-rubber seal coat shall not begin until the Engineer has approved the list of existing defective areas, and repairs included in the contract have been made. The asphalt-rubber seal coat placed over areas, shown on the plans and or designated by the Engineer, to be repaired shall be warrantied.

When it is anticipated that there will be a suspension of work of more than 120 days, the Contractor may request in writing that a separate warranty period be established for the portion of seal coat already completed. If the Engineer determines that the designated portion of seal coat work has been completed in conformance with the requirements of the contract, the Engineer will recommend that the Director relieve the Contractor of the duty of maintaining and protecting the designated portion of seal coat work in conformance with the provisions in Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, except for work required by the warranty, and the Engineer will notify the Contractor in writing of the date of the start of the separate warranty period and the date on which the separate warranty period will be complete. The relief from maintenance and responsibility shall apply to the designated portion of seal coat only, and does not constitute completion of a contract item of work. Upon completion of the separate warranty period, no further work will be required on the designated portion of seal coat. No separate interim estimate will be prepared for the designated portion of seal coat. No more than one separate warranty period will be allowed during the contract.

The following criteria for identifying defective material placed by the Contractor shall apply to the asphalt-rubber seal coat during the warranty period:

- A. Raveling consists of the separation of the aggregate from the binder, caused by wearing of the surface.
- B. Flushing consists of the occurrence of a film of bituminous material on the surface of the asphalt-rubber seal coat which results in a coefficient of friction of less than 0.30, determined in conformance with the requirements in California Test 342.

- C. Streaking consists of alternating longitudinal bands of binder without uniform aggregate retention, approximately parallel with the lane line.
- D. Cracking consists of narrow breaks or fissures greater than 6 mm occurring in the asphalt-rubber seal coat.

Areas in the asphalt-rubber seal coat of raveling, flushing or streaking that are greater than 0.5-m², and cracking, shall be considered defective and shall be repaired. The final determination that an area is defective will be made by the Engineer.

Raveling and streaking shall be repaired by placement of an additional layer of asphalt-rubber seal coat over the defective area.

Areas of flushing to be repaired shall be removed to the full depth of the asphalt-rubber seal coat by grinding in conformance with the provisions in Section 42-2, "Grinding," of the Standard Specifications, for the length of the area determined to be defective, plus 2 m on each end measured along the lane line. The width of the area to be repaired shall be one meter if the flushing occurs in one wheel path, or the width of the lane if the flushing occurs in both wheel paths. The area ground shall then be repaired by placing an additional layer of asphalt-rubber seal coat.

If the area between 2 consecutive repairs, except repairs of pot holes and cracking, is less than 6 m in length, measured along the lane line, that area shall also be repaired.

Cracks in the asphalt-rubber seal coat, which appear over existing cracks greater than 6 mm in width and over existing cracks filled with emulsified filler within the last 12 months or filled with hot applied filler within the last 4 months, will be excluded from the requirements for cracking, but the other criteria subject to the warranty shall apply.

Cracking shall be repaired by cleaning and filling with crack sealant and aggregate in conformance with the following:

- A. The low modulus asphalt crack sealant shall be a mixture of paving asphalt and polymer conforming to the following requirements:

Test	Test Method	Requirements
Softening Point	ASTM D 36	82°C min.
Ductility @ 4° C., 1 cm./min., cm.	ASTM D 113	30 min.
Force Ductility @ 4° C.	Utah DOT Method Note (1)	18 N max
Flow	ASTM D 3407	3 mm max.
Note: (1) The Utah DOT Test Method is available for review at the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819		

- B. Cracks shall be squeegeed after application of the crack sealant material.
- C. The sealant shall be capable of being melted and applied to cracks at temperatures below 204°C. When heated, it shall readily penetrate cracks 6 mm wide or wider.
- D. The low modulus asphalt crack sealant shall be furnished premixed in containers with an inside liner of polyethylene. Packaged material shall not exceed 30 kg in mass.
- E. The Contractor shall provide the Engineer with a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificate of Compliance," of the Standard Specifications with each shipment of crack sealant. The certificate shall certify that the sealant complies with the specifications and shall be accompanied with storage and heating instructions and cautions for the material.
- F. Cracks that are 25-mm wide or wider shall be filled with sealant, flush with the asphalt-rubber seal coat. While the sealant is still hot, these cracks shall be covered with crushed aggregate conforming to the provisions for Type II slurry seal in Section 37-2.02C, "Aggregate," of the Standard Specifications and compacted with a wetted steel wheel roller or vibrating plate compactor large enough to compact the sealant.
- G. Cracks to be filled and adjacent asphalt-rubber seal coat shall be free of dirt, vegetation, debris and loose sealant and shall be cleaned and dried by hot compressed air immediately prior to application of material.
- H. Crack sealant material shall be spread with a nozzle or device approved for use by the Engineer that will place the material within the specified temperature range.
- I. Within 2 days after application of sealant, sealed cracks that reopen or in which the sealant material sags below the surrounding asphalt-rubber seal coat shall be resealed.

If the total length of repairs, measured along the lane line, exceeds 9 m of any 30-m length of a lane or shoulder, an additional layer of asphalt-rubber seal coat shall be placed on that 30-m length of lane or shoulder.

Areas of raveling or flushing which create a condition hazardous to traffic shall be temporarily patched by placing a layer of commercially available paving grade asphalt concrete, 9.5-mm, maximum, grading, over the defective area to provide a temporary travelling surface, or shall be repaired as specified above. The Contractor shall begin placing temporary patches within 2 days after notification of the condition by the Engineer and shall complete the work within 3 days after notification. Upon notification of the Contractor, the Engineer may make or cause to be made the needed temporary patches and provide a detailed billing to the Contractor for the work. The Contractor will be charged for the cost to perform the work. The charge will be deducted from any moneys due or to become due the Contractor under the contract. If the total area of temporary patching placed or to be placed exceeds 5 percent of any 160-m length of a lane or shoulder, the entire lane or shoulder for that 160-m length shall be repaired as specified above, and the temporary patches previously placed in that 160-m length shall be removed prior to placing the repair.

Temporary patches greater than 0.5-m² in area shall be removed and a repair placed by October 15 of each calendar year prior to expiration of the warranty period, or within 20 days after expiration of the warranty period, whichever occurs first. If the Engineer determines that a temporary patch provides an acceptable travelling surface, the patch may remain in place.

As an alternative to the materials and methods specified above for repairs and temporary patches, the Contractor may use other materials or methods which will provide performance equal to or better than the asphalt-rubber seal coat specified, if approved in writing by the Engineer, except no alternative to removing the full depth of asphalt-rubber seal coat will be allowed for areas of flushing.

Should the Contractor fail or refuse to comply with the requirements of the warranty, the Engineer may make or cause to be made the needed repair work and provide a detailed billing to the Contractor for the work. The Contractor shall reimburse the State for the work within 60 days of receipt of the billing, or the costs may be deducted from any moneys due or to become due the Contractor under the contract.

Temporary patches and repairs made or caused to be made by the State due to the Contractor's failure to comply with the requirements of the warranty, shall not void the warranty of the asphalt-rubber seal coat. The Contractor shall continue to warranty the asphalt-rubber seal coat, including areas patched or repaired by the Contractor or by the State, for the remainder of the warranty period.

Conflicts regarding the warranty shall be resolved utilizing the partnering relationship in conformance with the provisions in "Partnering" of these special provisions. If the Contractor's authorized representative, as specified in Section 5-1.06, "Superintendence," of the Standard Specifications, and the Engineer are unable to resolve the conflicts, the next level of resolution of the partnering process shall consist of the Contractor's project manager, the Engineer and representatives from the Department's materials and maintenance units. If no partnering relationship has been formed, the Engineer will notify the Contractor of the Department's decision regarding the conflicts.

Warranty will be paid for on a lump sum basis. The contract lump sum price paid for warranty shall include full compensation for providing a warranty for asphalt-rubber seal coat and for furnishing labor, materials, tools, equipment, and incidentals, and doing the work involved in repairing defective areas in the asphalt-rubber seal coat, including job site inspection, placement and removal of temporary patches, grinding, repair of defective areas, flush coat, sealing cracks and replacement of traffic stripes, pavement markings and pavement markers obliterated by patches and repairs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payment for the warranty item will be made in 10 equal payments. The first payment will be made on the third progress payment date after the warranty period begins, and subsequent payments will be made monthly thereafter.

Full compensation for furnishing construction area signs required for the direction of public traffic through or around the work during the warranty period and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans, during the warranty period, shall be considered as included in the contract lump sum price paid for warranty and no separate payment will be made therefor.

Except for flagging costs, full compensation for providing the traffic control system shown on the plans (including signs), during the warranty period, shall be considered as included in the contract lump sum price paid for warranty and no separate payment will be made therefor. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

ENGINEER'S ESTIMATE
06-480804

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	LUMP SUM	
2	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	
3 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
4 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
5 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	LUMP SUM	LUMP SUM	
6	365001	SAND COVER	TONN	530		
7	370120	ASPHALT-RUBBER BINDER	TONN	420		
8	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	TONN	77		
9	375030	SCREENINGS (HOT-APPLIED)	TONN	2900		
10 (S)	840515	THERMOPLASTIC PAVEMENT MARKING	M2	61		
11 (S)	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	56 100		
12 (S)	850102	PAVEMENT MARKER (REFLECTIVE)	EA	190		
13 (S)	850122	PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)	EA	2480		
14	070020	WARRANTY	LS	LUMP SUM	LUMP SUM	
15	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

TOTAL BID: _____